

SEMINOLE COUNTY GOVERNMENT AGENDA MEMORANDUM

SUBJECT: Sixth Amendment to Reflections Tower and Front Space Lease

DEPARTMENT: Administrative Services

DIVISION: Support Services

AUTHORIZED BY: Frank Raymond

CONTACT: Lorraine Hajeski

EXT: 5250

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Sixth Amendment to the Reflections Tower and Front Space Lease with Reflections of Seminole County, LLC.

District 5 Brenda Carey

Meloney Lung

BACKGROUND:

The County's lease agreement for the Tower and Front Space at Reflections began in 1993. An additional 1,401 square feet was added in 2006 via a Fourth Amendment. This space is no longer needed and the proposed Sixth Amendment removes it from the lease effective September 1, 2008.

The revised payment schedule for the remaining 37,640.75 square feet is stipulated in the Third Amendment. During the current renewal period, the rent is based on \$15.18/sf or \$47,615.55/mo. through April 30, 2009. The second year of the renewal runs from May 1, 2009 through April 30, 2010 with rent based on \$15.58/sf or \$48,870.24/mo.

STAFF RECOMMENDATION:

Staff recommends that the Board approve and authorize the Chairman to execute the Sixth Amendment to the Reflections Tower and Front Space Lease with Reflections of Seminole County, LLC .

ATTACHMENTS:

1. Sixth Amendment Reflections Tower and Front Space Lease
2. Lease for Reflections Tower and Front Space
3. Fourth Amendment Reflections Tower and Front Space Lease

Additionally Reviewed By:

☐ County Attorney Review (Ann Colby)

**SIXTH AMENDMENT TO LEASE AGREEMENT
REFLECTIONS TOWER AND FRONT SPACE LEASE**

THIS SIXTH AMENDMENT is made and entered into this _____ day of _____, 20____ and is to that certain Agreement made and entered into on the January 14, 1993, as amended October 24, 1995, February 10, 1998, May 1, 2001, February 1, 2006, and December 11, 2007, between **REFLECTIONS OF SEMINOLE COUNTY, LLC**, a Florida corporation, whose address is 226 Duval Street, Tallahassee, Florida 32301, hereinafter referred to as "LANDLORD", and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, LANDLORD and COUNTY entered into the above referenced Lease Agreement on January 14, 1993, as amended on October 24, 1995, February 10, 1998, May 1, 2001, February 1, 2006, and December 11, 2007, for lease of Reflections Tower and Front Space; and

WHEREAS, the parties desire to amend the Lease Agreement so as to delete from the Leased Premises certain additional space (the "Additional First Floor Additional Leased Premises") consisting of approximately 1,401 square feet; and

WHEREAS, Section 24 of the Lease Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Lease Agreement as follows:

1. **Definitions.** Unless expressly defined in this Amendment, capitalized terms contained herein shall have the meanings set forth in the Lease Agreement.

2. **Amendments to Lease Agreement.** The Lease Agreement is hereby amended as follows:

(a) Reduction of Leased Premises. Effective September 1, 2008, there is deleted from the Leased Premises space on the first floor of the Reflections Building consisting of approximately 1,401 square feet, as set forth in Exhibit "A", attached hereto. With the deletion of the First Floor Leased Premises, the COUNTY will now occupy a total of 37,640.75 square feet in the Reflections Building.

(b) Rental. The rent for the entire Leased Premises after this Amendment shall be as follows:

(1) September 1, 2008 through April 30, 2009 base rent is FIFTEEN AND 18/100 DOLLARS (\$15.18) per square foot which equals FORTY-SEVEN THOUSAND SIX HUNDRED FIFTEEN AND 55/100 DOLLARS (\$47,615.55) per month.

(2) May 1, 2009 through April 30, 2010 base rent is FIFTEEN AND 58/100 DOLLARS (\$15.58) per square foot, which equals FORTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY AND 24/100 DOLLARS (\$48,870.24) per month.

3. **Ratification of Lease.** Except as herein modified all terms and conditions of the Lease Agreement, as amended, shall remain in full force and effect as originally set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this instrument for the purpose herein expressed.

REFLECTIONS OF SEMINOLE COUNTY, LLC
BOARD OF COUNTY COMMISSIONERS

Witness

Print Name

Witness

Print Name

By:_____

Print Name

Title:_____

Date:_____

ATTEST:

SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: _____
BRENDA CAREY, Chairman

Date: _____

For the use and reliance
of Seminole County only.

As authorized for execution
by the Board of County Commissioners
at their _____, 20____
regular meeting.

Approved as to form and
legal sufficiency.

County Attorney

AEC/lpk
7/2/08

P:\Users\Legal Secretary CSB\Administrative Services\Reflections Lease 6am.doc

Attachment:

Exhibit "A" - Deleted Leased Premises



GROUND FLOOR REFLECTIONS 1401 SQUARE FEET

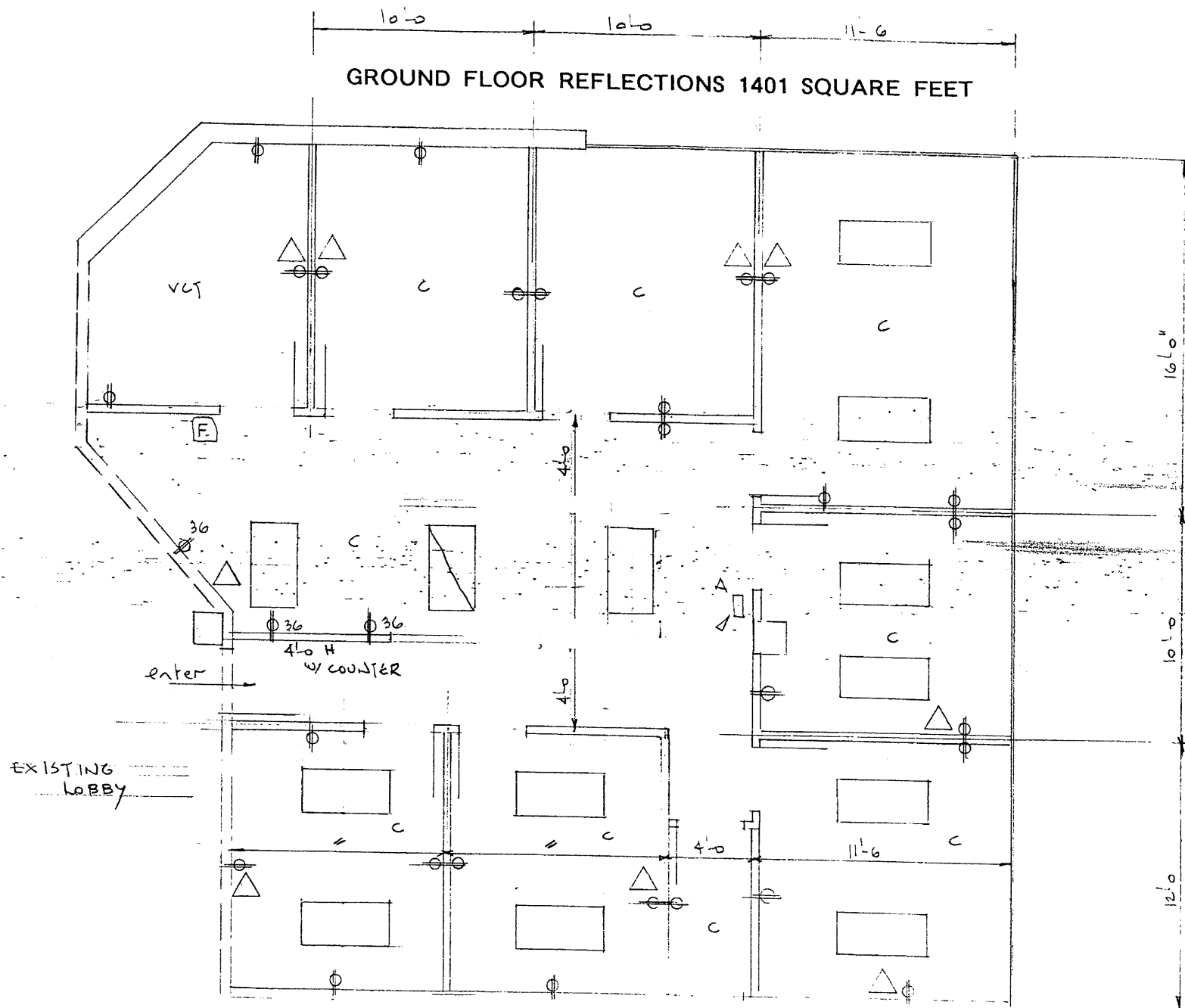


EXHIBIT "A"

1-3-93

LEASE

THIS LEASE is made and entered into this 14th day of January, 1993 by and between **REFLECTIONS AT HIDDEN LAKE, INC.**, a Florida corporation, whose address is, c/o Patrick T. Christiansen, 17th Floor, Firststate Tower, 255 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802, hereinafter referred to as **LANDLORD**, and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as **TENANT**.

W I T N E S S E T H

WHEREAS, the **LANDLORD** is the owner of certain buildings, known as Reflections of Hidden Lake Building (the "Project"), located at 520 East Lake Mary Boulevard, Sanford, Florida 32773; and

WHEREAS, the **TENANT** is desirous of leasing space in the first and second floors of what is known as the Tower Building (the "Tower Building") in the Project for use as county offices for Seminole County and other county purposes.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and agreements hereinafter contained, the **LANDLORD** and **TENANT** agree as follows:

1. **LEASED PREMISES.** The **LANDLORD** does hereby grant to the **TENANT** and the **TENANT** does hereby accept from the **LANDLORD** the exclusive use and occupancy of 17,961.75 square feet of office space and more particularly described as:

(a) Approximately 450 square feet located on the first floor of the Tower Building, as outlined and set forth in Exhibit "A" attached hereto; and

(b) Approximately 17,511.75 square feet located on the second floor of the Tower Building, as outlined and set forth in Exhibit "B" attached hereto.

Said space as set forth in both Exhibits "A" and "B" constitute the Leased Premises under the Lease.

2. **TERM.** The term of this Lease shall be as follows:

(a) The initial term of this Lease shall commence on the Commencement Date (as defined below) and shall thereafter continue through September 30, 1996. For the purposes of this subparagraph (a), the term "Commencement Date" shall mean the date the Leased Premises are available for occupancy by the **TENANT** in the manner and as set forth in paragraph 7(d) below.

(b) Upon the expiration of the initial term and each renewal term, as the case may be, this Lease shall be automatically renewed as follows:

(i) The first renewal term immediately following the initial term shall be for a period of two (2) years.

(ii) After said two-year renewal term, the Lease shall be automatically renewed for successive periods of one (1) year each.

(c) The **TENANT** shall have the right at any time to terminate this Lease by the giving of written notice of such to the **LANDLORD** not less than seven (7) months prior to the end of the then existing term, in which event, the Lease shall expire at the end of said existing term (subject, however, to the provisions of paragraph 25 below which permits under certain circumstances the **TENANT** to remain in possession after said expiration).

(d) Through the Lease year ending September 30, 1998, the **LANDLORD** shall have no right to terminate this Lease other than due to a default by the **TENANT**. For the Lease year beginning October 1, 1998, the **LANDLORD** shall have the right at any time to terminate this Lease by the giving of written notice of such to the **TENANT** not less than seven (7) months prior to the end of the then existing term, in which event, the Lease shall expire at the end of said existing term.

3. **RENTAL.** The **TENANT** shall pay rent to the **LANDLORD** at the address set forth at the beginning of this Lease, or at such location as the **LANDLORD** may otherwise direct from time to time in writing, for the said Leased Premises the following rental:

(a) For the first year commencing on the Commencement Date, a monthly rental of **THIRTEEN THOUSAND SIX HUNDRED TWENTY AND 99/100 DOLLARS (\$13,620.99)** (the "Base Monthly Rent"). The Base Monthly Rent has been calculated based upon

12,782.92

3

+ 838.07

13,620.99

plus 10% increase

8/11/98

an annual rate of \$9.10 per foot and is the amount upon which the foregoing Base Monthly Rent has been so calculated using the square footage referenced in paragraph 1 above.

(b) For each year from and after the first Anniversary Date (as defined below), including each and every year during any renewal period, a revised monthly rental equal to the sum of the following:

(i) An amount determined by multiplying a sum equal to (A) the Base Monthly Rent, less (B)\$0.60 (60 cents), by a fraction, the numerator of which shall be the Index Figure for the month immediately preceding the Anniversary Date, and the denominator of which shall be the Index Figure for the month immediately preceding the Commencement Date provided, however, that any increase in monthly rent as determined under this clause (i) shall not exceed the cumulative amount of five percent (5%) per annum; plus

(ii) \$0.60 (60 cents).

Thus, the monthly rent will be the sum of both amounts determined under clauses (i) and (ii)(above).

(c) The monthly rent due under this Lease shall be payable on or before the tenth (10th) day of each calendar month for that calendar month.

(d) In the event the Commencement Date is other than on the first day of a month, the monthly rent shall be paid pro rata for that portion of the month after the Commencement Date.

(e) The term "Anniversary Date" shall mean the date one year from the Commencement Date, and each year thereafter. In the event the Commencement Date is other than on the first day of a month, the Commencement Date for the sole purpose of determining the Anniversary Date hereunder shall be deemed to be the first day of the first full month following the Commencement Date.

(f) The Index figure shall be the revised Consumer Price Index for Urban Wage Earners and Clerical Workers issued by the Bureau of Labor Statistics of the U.S. Department of Labor (the "Index Figure")

4. **OPTION SPACE.** The **TENANT** shall have the further right to acquire additional space (the "Option Space") located on the second floor of the Tower Building as set forth and described in Exhibit "B" attached hereto as follows:

(a) For the period from the date hereof through September 30, 1993, the **TENANT** shall have the option to lease the Option Space. After September 30, 1993, if the **TENANT** has not previously exercised its option hereunder, the **TENANT** may nevertheless exercise its

option to lease the Option Space provided the **LANDLORD** has not leased the Option Space or any portion thereof to any third party, in which event, the option granted the **TENANT** shall only be as to such portion of the Option Space which the **LANDLORD** has not leased to a third party.

(b) To exercise the option hereunder, the **TENANT** must so notify the **LANDLORD** in writing.

(c) If the option hereunder is exercised, the Option Space shall be deemed to thereafter be part of the Leased Premises hereunder and this Lease shall be applicable to the Option Space commencing thirty (30) days after the **TENANT** has given said notice.

(d) With respect to the additional rent payable on the Option Space, the **TENANT** shall pay to the **LANDLORD** additional monthly rental:

(i) For the period up to the first Anniversary Date, an amount equal to \$8.50 per foot for each foot contained in the Option Space; and

(ii) For the period from and after the First Anniversary Date, the amount determined from time to time under paragraph

3(b)(i) above.

As such, the amount of the monthly rental applicable to the Option Space shall not include the rental portion

set forth under paragraph 3(b)(ii) above, but the rental rate for the Option Space shall be subject to adjustment from time to time on the same dates and in the same manner as the rental for the remainder of the Lease Premises as adjusted under paragraph 3(b)(i).

(e) The **LANDLORD** reserves the right to have access to and from the Option Space to and from the elevators and the restrooms over the hallways and corridors shown in Exhibit "B", and if the **LANDLORD** leases any of the Option Space to third parties (the **TENANT** not having exercised its Option hereunder) for that third party to have said access.

5. **UTILITIES.** The **LANDLORD** shall pay for normal water, sewer, electrical and janitorial charges used and consumed in or upon the Leased Premises and any garbage and trash collection fees imposed by governmental authority or licensee or franchisee or any agency designated to collect garbage and trash by the **LANDLORD**. In regard to any recycling, that shall be paid for by the **LANDLORD** if required by any governmental agency; otherwise, it shall be paid for by the **TENANT**. **TENANT** shall pay for telephone charges and other utilities desired by the **TENANT** for its use. In regard to utilities furnished hereunder, the following provisions shall apply:

(a) Heat and air conditioning shall be provided under a normal use which will vary between 74 degrees and 76 degrees during air conditioning use and 68

degrees and 70 degrees during heat use. Such utilities shall be furnished five (5) days a week, Monday through Friday (excluding Seminole County holidays) from 7:00 a.m. to 6:00 p.m. local time.

(b) To the extent the **TENANT** uses any of said utilities beyond that set forth above, the **TENANT** shall pay for said additional usage.

6. **MAINTENANCE**. The **LANDLORD** shall pay and undertake normal maintenance to the Leased Premises. Any damages to the Leased Premises brought about by the negligence of the **TENANT** or any maintenance required by activities of the **TENANT** beyond those contemplated by normal use, shall be paid for by the **TENANT**. The **TENANT** agrees to take good care of the Leased Premises and not otherwise damage same.

7. **COMPLETION OF IMPROVEMENTS FOR LEASED PREMISES**. The **LANDLORD** has agreed to undertake certain improvements (the "Improvements") to the Leased Premises (but not the Option Space) as follows:

(a) The Improvements shall consist generally of the construction of various improvements to the Leased Premises located on the second floor in the manner, and in the configuration set forth and described in Exhibit "B".

(b) The **LANDLORD** shall pay for the cost of the Improvements (except for telephone and computer lines

and cable which are to be done by **TENANT** at **TENANT's** sole expense).

(c) The Improvements shall be constructed by the **LANDLORD** as soon as possible and, in any event, shall be constructed by no later than April 1, 1993. At such time as the Improvements have been substantially completed and a certificate of occupancy issued for same, said date shall constitute the Commencement Date as set forth in paragraph 2 above and, from said date, possession of the Leased Premises shall be delivered to the **TENANT**.

(d) Upon occupancy by the **TENANT**, the **TENANT** may furnish to the **LANDLORD** a "punch list" setting forth items which need to be corrected, and the **LANDLORD** shall undertake the correction of said items provided, however, the existence and correction of said "punch list" items shall not affect or delay the Commencement Date or delay or excuse the obligation of the **TENANT** hereunder.

(e) In the event this Lease should terminate for any reason prior to five (5) years from the Commencement Date such that the **TENANT** has not paid at least sixty (60) monthly rental payments hereunder, there shall be paid to the **LANDLORD** by the **TENANT** at the time of said termination a termination fee determined as follows:

(i) Said termination fee shall be equal to the total cost of the Improvements or \$53,885.25, whichever is less, multiplied by the Remaining Percentage.

(ii) The "Remaining Percentage" shall be a ratio, the numerator of which is equal to sixty (60) less the number of full monthly rental payments which the **TENANT** has paid hereunder, and the denominator of which is sixty (60).

(g) In regard to the Leased Premises and the Improvements, the Landlord shall, at its cost, undertake any changes or modifications so that the Leased Premises will comply with The Americans With Disabilities Act (42.U.S.C. §12101, et Seq.).

8. **ACCESS TO PREMISES.** **TENANT**, **TENANT's** agents or designees, shall have reasonable access and entry to the Leased Premises prior to the Commencement Date to install telephone and computer lines and cables, and fixtures and other personal property of the **TENANT**, provided, however, said access does not unreasonably interfere with the construction of the Improvements.

9. **POSSESSION.**

(a) Delivery of possession within the meaning of this Lease shall be accomplished by **LANDLORD's** delivery to **TENANT** of the keys to the Leased Premises after **LANDLORD** has completed the Improvements as set forth in

paragraph 7 above. Said Leased Premises shall be delivered to **TENANT** in a condition that is in good order, repair, safe, clean and tenable immediately upon **TENANT** taking possession of the Leased Premises.

(b) **LANDLORD** agrees that upon the date of delivery of possession to the **TENANT**, the Leased Premises except for such work as may be performed by **TENANT** and punch list items to be corrected by the **LANDLORD**, shall be free of all violations, orders or notices of violations of all public authorities and of all liens and encumbrances whether of a public or private entity, which would directly prohibit **TENANT** from conducting its business.

(c) By virtue of occupying the Leased Premises as a tenant, **TENANT** shall conclusively be deemed to have accepted the Leased Premises and to have acknowledged that the Leased Premises are in the condition required by this Lease, except only as to any latent defects or latent omissions, if any, in the **LANDLORD's** construction and punch list items under paragraph 7(d) above.

10. **PARKING**. At the present time, no parking spaces have been assigned for the **TENANT**. However, in the event **LANDLORD** or the **TENANT** should at any time request specifically assigned parking spaces, **LANDLORD** guarantees to **TENANT** for the term and renewal or extension of this Lease to provide and set

aside eighty-four (84) reserved parking spaces for the **TENANT's** employees or agents, the said parking spaces to be identified by the **LANDLORD** along the following lines:

(a) Employee parking may be identified as remote areas from the Leased Premises.

(b) Spaces closest to the Tower Building may be identified for visitors and other similar uses.

The parking area shall be properly operated and maintained and all entrances, exits, driveways and walkways kept in first class condition and state of repair, such operation and maintenance to include without limitation, lighting (specifically including flood lighting of designated employee parking areas), striping, traffic control and removal of rubbish and debris. In the event the **TENANT** desires the use of more than eighty-four (84) reserved parking spaces, then the **TENANT's** employees or agents may park in other than designated employee parking areas within the Project provided said other parking areas have not previously been assigned by the **LANDLORD** for other tenants, but subject to the further right of the **LANDLORD** from time to time to so assign those parking areas not contained within the eighty-four (84) spaces identified for the use by the **TENANT** hereunder, for the use of other tenants.

11. **COMMON AREA, FACILITIES, AND MAINTENANCE THEREOF.**

All facilities furnished by **LANDLORD** in the Project and designated for the general use, in common, of occupants of the Project, including **TENANT** hereunder, their respective officers,

agents, employees and customers, including, but not limited to, any of the following which may have been furnished by **LANDLORD** such as parking areas, driveways, entrances and exits thereto, employee parking areas, pedestrian sidewalks and ramps, landscaped areas, exterior stairways, and other similar facilities shall at all times be subject to the exclusive control, administration, and management of **LANDLORD**.

12. **REMODELING PRIVILEGES.** After occupancy of the Leased Premises by the **TENANT**, the **LANDLORD** grants to **TENANT** the right to make changes, alterations and decorations as it desires at its own expense in the Leased Premises; provided, however, that **TENANT** shall make no structural changes to the Leased Premises or cut off or restrict access from the elevators or the restrooms to the Option Space without the prior written consent of **LANDLORD**. In regard to any alteration of any walls (which are not load bearing or structural), the consent of the landlord shall be required, said consent not to be unreasonably withheld.

13. **USE OF LEASED PREMISES.** **TENANT** shall have the exclusive use of the Leased Premises for the engineering department of the County or such other County offices as it may desire to make use thereof in connection with or incidental to its purposes during the term of this Lease, provided, however, the **LANDLORD** and any party leasing all or any portion of the Option Space shall have access to the elevators and restrooms as set forth in paragraph 4(e) above. **TENANT** covenants that it will not use or permit the Leased Premises to be used for any purpose

prohibited by the laws of the United States of America, the State of Florida, or the charter or ordinances of the City of Sanford; it shall not use or keep any substance or material or in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Building or increase the hazard of risk, and it shall not permit any nuisance on the Leased Premises.

14. **QUIET POSSESSION.** The **LANDLORD** shall warrant and defend the **TENANT** in the enjoyment and peaceful possession of the Leased Premises during the term of this Lease.

15. **ASSIGNMENT AND SUBLETTING; SUCCESSORS AND ASSIGNS.**

(a) The **TENANT** shall not assign or sublet the Leased Premises, or any part thereof, without first obtaining the written consent of the **LANDLORD**.

(b) All rights, obligations and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several and respective heirs, executors, administrators, successors, permitted sublessees and permitted assignees of said parties

16. **INSTALLATION AND REMOVAL OF EQUIPMENT AND FIXTURES.** The **TENANT** shall have the right to move and install on the Leased Premises equipment, fixtures and other items necessary for its use of the Leased Premises. All fixtures on the Leased Premises furnished by the **LANDLORD** shall remain the property of the **LANDLORD** and shall not be removed by the **TENANT**. All equipment and property placed by the **TENANT** at its own expense

in, on or about the Leased Premises, including fixtures temporarily affixed to the realty, but which may be removed without damage, shall remain the property of the **TENANT** and the **TENANT** shall have the right, at any time during the term hereof or at the end thereof, to remove all such equipment, property and fixtures. If the **TENANT** has the right to remove any property, the **TENANT** shall do so without damage to the Leased Premises or, if any damage occurs, shall repair said damage.

17. **TAXES.** The **LANDLORD** shall pay any and all taxes and special assessments which may be levied and assessed on the Leased Premises during the term of this Lease on a current basis.

18. **FIRE CLAUSE.** **LANDLORD** covenants and agrees that it will carry, during the term of this Lease, fire and extended coverage insurance. Said insurance shall contain a waiver of subrogation by the insurer. In the event the Leased Premises or a major portion thereof shall be damaged or destroyed by casualty, fire or otherwise, to an extent which renders them untenable, as the **TENANT** may determine, the **LANDLORD** may rebuild or repair such damaged or destroyed portions and the obligation of the **TENANT** to pay rent hereunder shall abate as to such damaged or destroyed portions during the time they shall be untenable provided, however, nothing herein shall waive any right by the **LANDLORD** to collect said insurance under any business interruption coverage. In the event the **LANDLORD** elects not to rebuild or repair the Leased Premises or shall fail to proceed with such restoration for a period of sixty (60) days

after the damage or destruction, then either party may, at its option, cancel and terminate this Lease.

19. **LIABILITY INSURANCE**. The **TENANT** shall maintain its own protection against claims of third persons and their property arising through or out of the use and occupancy of the **TENANT** of the Leased Premises, excepting adjacent sidewalks and alleys, and the **LANDLORD** shall not be liable for any such claims. The **LANDLORD** may maintain its own protection against such claims arising out of its ownership of the Leased Premises.

20. **HOLD HARMLESS**. Each party shall hold the other harmless from any and all loss, expense, damage or claim for damages to person or property, including court costs and attorneys' fees, which may occur as a result of said party's, its agents' or employees' negligence or fault.

21. **CANCELLATION AND TERMINATION**.

(a) The **TENANT** shall be in default under this Lease in the event any of the following matters occur:

(i) If any installment of the rent provided for herein is not paid when due; or

(ii) The **TENANT** otherwise is in default under any other provisions of this Lease.

(b) In the event of a default, the **LANDLORD** may exercise any and all rights under applicable law, including, but not limited to, (i) the cancellation or termination of this Lease at the end of which time all

the rights of the **TENANT** hereunder shall terminate, or
(ii) bring an action to recover the amounts due, all of
which remedies shall be cumulative.

(c) In the event of a default by the **TENANT**, the
LANDLORD shall not exercise any rights or remedies
hereunder without first giving to the **TENANT** written
notice of such default, and the **TENANT** shall then have
a period of thirty (30) days within which to cure said
default.

22. **SURRENDER OF POSSESSION.** The **TENANT** agrees to
deliver up and surrender to the **LANDLORD** possession of the Leased
Premises at the expiration or termination of this Lease, in as
good condition as when the **TENANT** takes possession except for
ordinary wear and tear, alterations permitted under this Lease,
or loss by fire or other casualty, act of God, insurrection,
nuclear weapon, bomb, riot, invasion or commotion, military or
usurped power.

23. **WAIVER.** No waiver of any breach of any one or
more of the conditions or covenants of this Lease by the **LANDLORD**
or by the **TENANT** shall be deemed to imply or constitute a waiver
of any succeeding or other breach hereunder.

24. **AMENDMENT OR MODIFICATION.** Both parties hereto
acknowledge and agree that they have not relied upon any
statements, representations, agreements or warranties, except
such as are expressed herein, and that no amendment or
modification of this Lease shall be valid or binding unless

expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

25. **HOLDING OVER AFTER TERMINATION.** If, after the expiration of this Lease, the **TENANT** shall hold over and remain in possession of the Leased Premises, then such holding over shall be deemed to be a periodic tenancy from month to month on the same terms and conditions contained herein. In this regard, the parties further agree that if either party has given notice to terminate the Lease under paragraph 2 hereof, the **TENANT** may nevertheless remain in possession after said expiration date and pay to the **LANDLORD** the rent due hereunder on a month to month basis provided that the **LANDLORD** has not otherwise committed to lease the Leased Premises in whole or in part to any third party. If the **LANDLORD** has committed to lease the Leased Premises in whole or in part to any third party, the **TENANT** may not so occupy said Leased Premises after the date so indicated by the **LANDLORD** which may be necessary for the **LANDLORD** to deliver the Leased Premises to said third party or to commence any necessary renovations for said third party.

26. **NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

FOR LANDLORD

Patrick T. Christiansen, President
Reflections at Hidden Lake, Inc.
17th Floor, Firststate Building
255 South Orange Avenue
Post Office Box 231
Orlando, Florida 32802

FOR TENANT

Support Services Division
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

Either of the parties may change by written notice, as provided herein, the addresses or persons for receipt of notice.

27. MISCELLANEOUS.

(a) Whenever a period of time is herein prescribed for action to be taken by **LANDLORD** or the **LANDLORD** is otherwise obligated to provide any services or undertake any other duty or obligation hereunder, **LANDLORD** shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, the rendering of said services or the fulfillment of said duty, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the reasonable control of **LANDLORD**.

(b) At the request of the **LANDLORD** or **TENANT**, the **TENANT** and the **LANDLORD** shall enter into a writing specifying the Commencement Date and the expiration date and the renewal date for the initial and each renewal term, and other matters.

(c) The term "year" does not mean the calendar year, but means the 12 month period based upon each Anniversary Date.

(d) The captions to each paragraph of this Lease are added as a matter of convenience only and shall be considered to be of no effect in the construction of any provision or provisions of this Lease.

(e) Time is of the essence of this Lease and each and all of its provisions.

(f) This Lease shall be construed in accordance with and governed by the laws of the State of Florida.

(g) The **TENANT** shall comply with rules and regulations as set forth in Exhibit "D", together with such other rules and regulations as may be promulgated from time to time by the **LANDLORD**, provided said rules and regulations are reasonable and applied to the Tower Building in its entirety and to all parties located therein.

28. **NO THIRD PARTY BENEFICIARIES.** The parties are aware and understand that this Lease is solely for the benefit of the **LANDLORD** and the **TENANT**, and no person not a party hereto shall have any benefits or privileges hereunder either as third party beneficiaries or otherwise.

29. **HAZARDOUS WASTE.** **TENANT** agrees to comply strictly and in all respects with the requirements of any and all federal, state and local statutes, rules and regulations now or hereinafter existing relating to the discharge, spillage, storage, uncontrolled loss, seepage, filtration, disposal, removal or use of hazardous materials, including but not limited

to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Superfund Amendments and Reauthorization Act, the Resource Conservation and Recovery Act, the Hazardous Materials Transportation Act and the Florida Substances Law (collectively the "Hazardous Waste Law") and with all similar applicable laws and regulations and shall notify **LANDLORD** promptly in the event of any discharge, spillage, uncontrolled loss, seepage or filtration of oil, petroleum, chemical liquids or solids, liquid or gaseous products or any other Hazardous Materials (a "Spill") or the presence of any substance or material presently or hereafter identified to be toxic or hazardous according to any Hazardous Waste Law, including, without limitation, any asbestos, PCBs, radioactive substance, methane, volatile hydrocarbons, acids, pesticides, paints, petroleum based products, lead, cyanide, DDT, printing inks, industrial solvents or any other material or substance which has in the past or could presently or at any time in the future cause or constitute a health, safety or other environmental hazard to any person or property (collectively "Hazardous Materials") upon the Leased Premises or the Building, and shall promptly forward to **LANDLORD** copies of all orders, notices, permits, applications or other communications and reports in connection with any such Spill or Hazardous Materials. **TENANT** shall not handle, use, generate, manufacture, store or dispose of Hazardous Materials in, upon, under or about the Leased Premises and the Building. In regard to any Hazardous

Materials which the **TENANT** may bring upon the Leased Premises or any Spill, the **TENANT** shall be responsible for any loss, penalty, liability, damage and expense suffered or incurred by **LANDLORD** related to or arising out of (i) any Hazardous Materials brought on the Leased Premises by the **TENANT**; or (ii) any Spill caused by the **TENANT**; which loss, damage, penalty, liability, damage and expense shall include, but not limited to, (a) court costs, attorneys' fees and expenses, and disbursements through and including any appellate proceedings; (b) all foreseeable and unforeseeable consequential damages, directly or indirectly, arising out of the use, generation, storage or disposal of Hazardous Materials by **TENANT**; (c) the cost of any required or necessary repair, clean-up or detoxification of the Project; and (d) the cost of preparation of any closure or other plans required under the Hazardous Waste Law, necessary to sell or lease the Leased Premises or the Building.

30. **RADON DISCLOSURE**. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

31. **ENTIRE AGREEMENT**. This Lease contains the entire agreement of the parties, and incorporates all prior discussions and references to **TENANT** as an inducement for the **TENANT** to enter

into this Lease. No representations, inducements, promises or agreements, oral or otherwise between the parties not embodied in this Lease shall be of any force or effect.

32. COMPLIANCE WITH LAWS. The **TENANT** shall not use the Leased Premises or permit anything to be done in or about the Leased Premises which will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force or which may hereafter be enacted or promulgated. The **TENANT** shall at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements applicable to the Leased Premises and its use thereof, now in force or which may hereafter be in force.

33. INSPECTION. The **LANDLORD** reserves at all times the right to enter the Leased Premises to inspect the same provided, however, except in the case of an emergency (in which case no advance notice need be given), the **LANDLORD** shall first notify the **TENANT**. The **LANDLORD** may submit the Leased Premises to prospective purchasers or tenants, have entry to post notices of nonresponsibility, and to alter, improve, or repair the Leased Premises and any portion of the Building, provided, however, the **LANDLORD** shall be under no duty or obligation to repair the Leased Premises unless expressly otherwise provided in this Lease.

34. MORTGAGEE'S RIGHTS AND ESTOPPEL LETTERS. The **TENANT** agrees that this Lease shall be inferior and subordinate to any prior or existing mortgage now on the Project. The **TENANT**

agrees upon request to execute any paper or papers which the **LANDLORD** may deem necessary to accomplish that end, provided, however, the subordination set forth herein shall be automatic and shall further be effective notwithstanding that the **TENANT** has not executed any subordination papers as required herein.

35. **SALE BY LANDLORD.** In the event of sale or conveyance by the **LANDLORD** of the Project, the same shall operate to release the **LANDLORD** from any future liability upon any of the covenants or conditions, expressed or implied, herein contained in favor of the **TENANT** provided:

(a) The purchaser agrees to fulfill and discharge the duties and obligations of the **LANDLORD** hereunder; and

(b) The foregoing shall not apply to release the **LANDLORD** from any claim which, as of the date of said sale or conveyance, has been so identified in writing by the **TENANT** to the **LANDLORD** and further provided that the **LANDLORD** has made inquiry of the **TENANT** to furnish an estoppel certificate in connection with said sale or conveyance

In such event, the **TENANT** agrees to look solely to the purchaser to fulfill the obligations of the **LANDLORD** under this Lease. This Lease shall not be affected by any such sale, and the **TENANT** agrees to attorn to the purchaser.

36. **SIGNS.** The **TENANT** shall not place or maintain or permit to be placed or maintained, and shall promptly remove any

that may be placed, (i) any signs or advertising of any kind whatsoever on the exterior of the Tower Building, or on any exterior windows in said Tower Building, or elsewhere within the Leased Premises so as to be visible from the exterior of the Tower Building, without the express prior written consent of the **LANDLORD**, and (ii) any awnings, other structures or materials, machinery or equipment of any kind whatsoever on the exterior or extending to the exterior of the Tower Building. The **TENANT** may erect a sign in accordance with Exhibit "C" attached hereto.

37. **EMINENT DOMAIN.** If (a) all of the Leased Premises shall be taken or appropriate by any public or quasi public authority under the power of eminent domain, or (b) such portion of the Leased Premises is so taken which would substantially handicap, impede or impair the **TENANT's** use of the Leased Premises, either party hereto shall have the right, at its option, to terminate this Lease. In either case of full or partial taking, the **LANDLORD** shall be entitled to any and all income, rent, awards, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose and **TENANT** shall have no claim against the **LANDLORD** for the value of any unexpired term of this Lease. If only a part of the Leased Premises shall be so taken or appropriated, at the **LANDLORD's** option, the rent thereafter to be paid shall be equitably reduced.

39. **ARBITRATION.** In the event any dispute may arise between the parties regarding the provisions of this Lease, the

parties agree to submit that dispute to binding arbitration in Seminole County, Florida in accordance with the terms and conditions of the American Arbitration Association. If a decision rendered in said arbitration finds a party to be in default hereunder, that party shall nevertheless have a further period of thirty (30) days from the date of said decision to cure said default and, if said default is so cured, that party shall not be in default under this Lease.


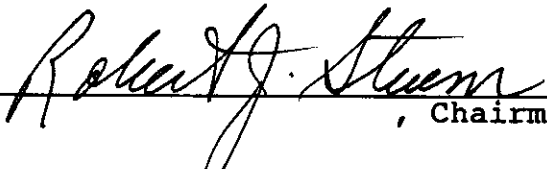
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the dates written below:

REFLECTIONS AT HIDDEN LAKE, INC.

By: 
Patrick T. Christiansen, President


ATTEST:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

 By: , Chairman
Clerk to the Board of
County Commissioners
of Seminole County,
Florida Date: 1-12-93

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their January 12, 1993 regular
meeting. 94


County Attorney

SKETCH OF FIRST FLOOR SPACE

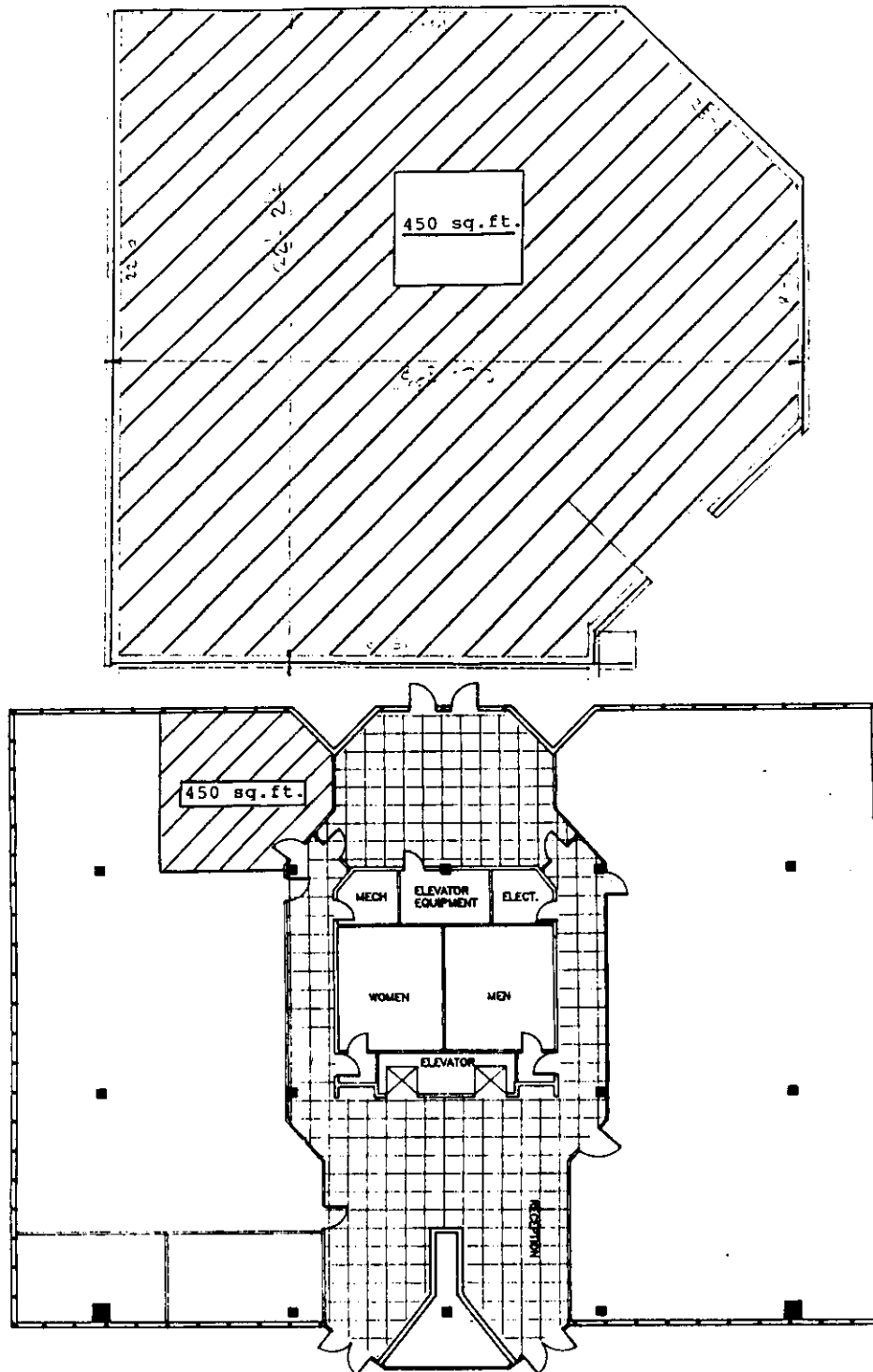
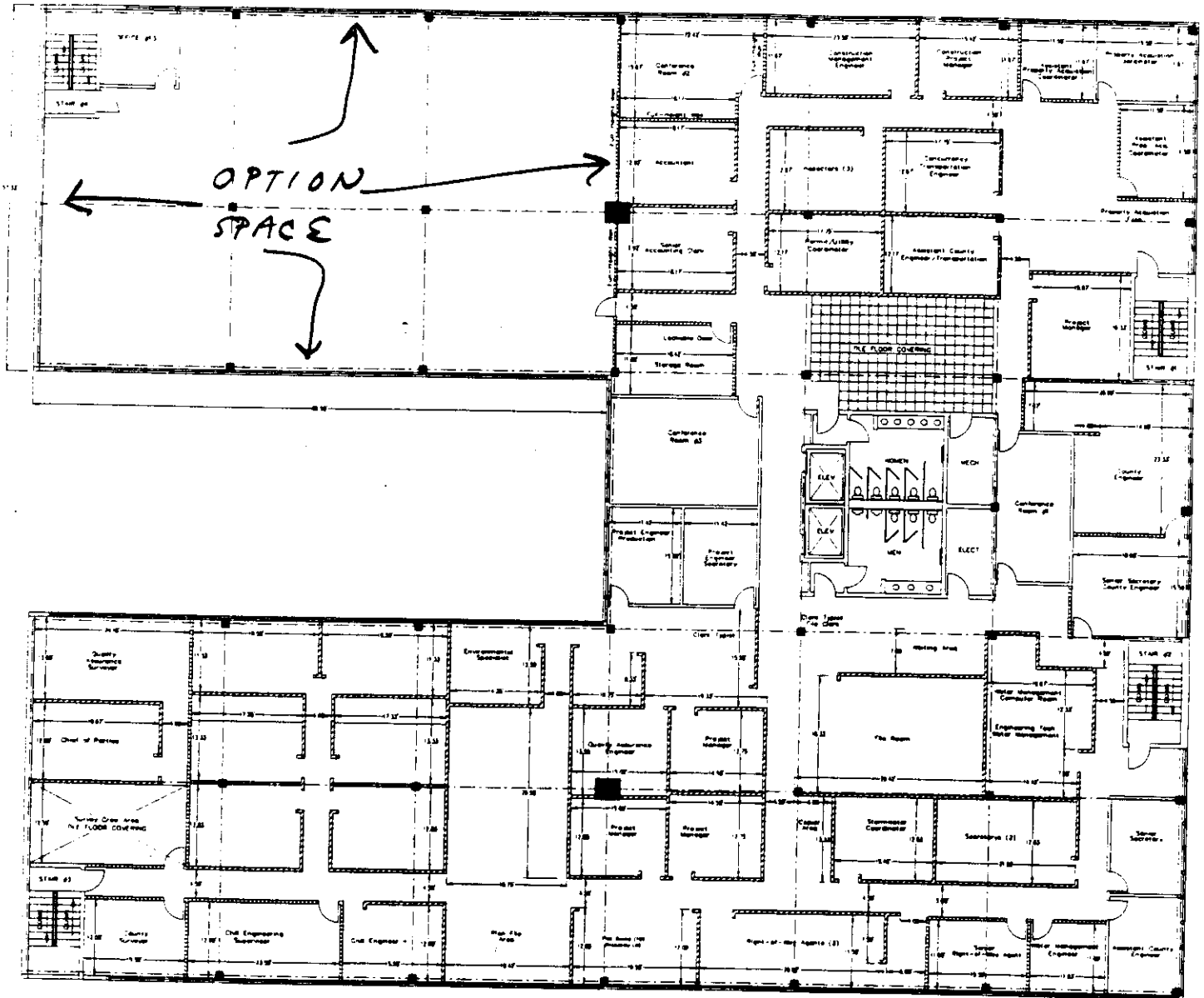


Exhibit "A"

SKETCH OF SECOND FLOOR AND OPTION SPACE



LEGEND

[illegible]

Exhibit "B"

SIGN CRITERIA

The **TENANT** shall identify the Leased Premises with a sign in accordance with the following criteria:

1. The **TENANT** shall be required to identify its Leased Premises by a sign. The **TENANT** shall place a sign in accordance with these sign criteria on the Leased Premises within fifteen (15) days after the Rent Commencement Date or the date the **TENANT** opens for business, whichever first occurs.

2. The **TENANT** will be permitted only one sign to be located outside of the entrance way to the Leased Premises.

3. All signs shall be uniform and shall be approved by the **LANDLORD**.

4. The cost of such signage shall be paid for by the **TENANT**.

5. The **LANDLORD** may, in its discretion, maintain a sign directory at the entrance to the Leased Premises off of Lake Mary Boulevard, and should the **LANDLORD** elect to do so, the order and make up of the directory shall be determined by the **LANDLORD**. If the **TENANT** wishes to be identified on said sign, and the **LANDLORD** so approves, the **TENANT** shall pay any cost associated with the placement of the sign on said directory.

6. All signs must meet all applicable building codes.

Except as expressly set forth in this Exhibit "C", the **TENANT** shall have no other right to place any signs in or about the Building.

RULES AND REGULATIONS

In order to serve the public and create and maintain an attractive, well run Building, the **LANDLORD** has established the following rules and regulations. The **TENANT** shall comply with the following rules and regulations:

1. **TENANT** and its employees shall use their best efforts to encourage good will and courtesy within the Building, to its customers, tenants, employees and management, for the betterment of their own business and that of the whole Building.

2. Common Areas are not to be used for business purposes without the specific approval of the **LANDLORD**. In no event shall any handbills, flyers or other promotional devises be placed or distributed in the Common Areas.

3. **TENANT** shall take no action which would adversely affect the Building, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of **LANDLORD** or any other tenant or occupant in the Building, forfeit the rights and privileges of any customer or other persons lawfully in and upon said Building, nor shall **TENANT** cause any impairment or reduction of the good will of the Building.

4. No exterior radio, television, stereo or other similar devices or exterior aerial shall be installed without **LANDLORD's** written consent and **TENANT** will not cause or permit any noise, vibrations, light, odor or other effects to emanate from the Leased Premises.

5. All deliveries or shipments of any kind, to or from the Leased Premises, including loading of goods, shall be made by way of a **LANDLORD** approved location, and only at such time as reasonably designated for such purpose by **LANDLORD**. The **TENANT** may receive overnight and UPS and similar deliveries in the ordinary course of business.

6. No forklift, tow truck, or any other powered machines for handling freight in the Leased Premises, may be used except in such manner and in these areas in the Leased Premises as may be approved by **LANDLORD** in writing.

7. The interior of **TENANT's** windows and glass areas shall be kept free of debris by the **TENANT** at all times, and no signs may be placed on the windows without the approval of the **LANDLORD**, said approval not to be unreasonably withheld.

8. Garbage, refuse, trash, boxes, etc., shall be kept in containers and in locations as approved by **LANDLORD** and any municipal authorities having jurisdiction.

9. **TENANT** shall not conduct or permit any fire, bankruptcy, auction or "Going Out Of Business" sales (whether real or fictitious) on the premises without the prior written consent of **LANDLORD**, or utilize any unethical method of business operation.

10. No animals of any kind may be kept on the Leased Premises by **TENANT** or its employees.

LANDLORD may from time to time amend the foregoing or add new rules and regulations for the use and care of the Building as a whole, and the **TENANT** shall comply with said amended and new rules and regulations. All such amended or new rules and regulations shall apply to the Building as a whole, shall be reasonable, and shall not be applicable in regard to the tenant unless and until thirty (30) days notice of said regulations have first been given to the **TENANT**.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY Cheryl Coke
DEPUTY CLERK

PTC-3
12-30-05

FOURTH AMENDMENT TO LEASE AGREEMENT

(Seminole County - Reflections Lease)

THIS FOURTH AMENDMENT TO LEASE AGREEMENT (the "**Fourth Amendment**") made and entered into this 1st day of December, 2005 by and between:

REFLECTIONS AT HIDDEN LAKE, INC., a Florida corporation, c/o Patrick T. Christiansen, Esquire, CNL Tower II, Suite 1200, 420 South Orange Avenue, Post Office Box 231, Orlando, Florida 32802-0231 (hereinafter referred to as the "**Landlord**")

and

SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771 (hereinafter referred to as the "**Tenant**").

WITNESSETH:

WHEREAS, the Landlord and Tenant entered into the above referenced Lease Agreement on January 14, 1993, as amended on October 24, 1995, on February 10, and on May 1, 2001, for lease of Reflections Tower and Front Space; and

WHEREAS, by First Renewal To Lease Agreement, the Landlord and Tenant agreed to renew the Lease for the term of two (2) years from May 1, 2006 through April 30, 2008; and

WHEREAS, the parties desire to amend the Lease Agreement so as to add to the Leased Premises certain additional space (the "**Additional First Floor Additional Leased Premises**"), consisting of approximately 1,401 square feet; and

WHEREAS, Section 24 of the Lease Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

NOW, THEREFORE, the Landlord and the Tenant do hereby agree as follows:

1. **DEFINITIONS.** Unless expressly defined in this Fourth Amendment, capitalized terms contained herein shall have the meanings set forth in the Initial Lease.

2. **AMENDMENTS TO INITIAL LEASE.** The Initial Lease is hereby amended as follows:

(a) **Expansion of Leased Premises.** Effective February 1, 2006, there is added to the Leased Premises, space on the first floor of the Reflections Building consisting of approximately 1,401 square feet, as set forth in **Exhibit "A"** attached hereto (the "**Additional First Floor Additional Leased Premises**"). With the Additional First Floor Additional Leased Premises, the Tenant will now occupy a total of 39,041.75 square feet in the Reflections Building.

(b) **Rental.** The rent for the entire Leased Premises, encompassing the Initial Leased Premises, the Second Floor Additional Leased Premises, the First Floor Additional Leased Premises, the Front Space Additional Leased Premises, and the Additional First Floor Additional Leased Premises, shall be as follows:

(i) February 1, 2006 through April 30, 2006 base rent is **THIRTEEN AND 98/100 DOLLARS** (\$13.98) per square foot, which equals \$45,480.14 per month.

(ii) May 1, 2006 through April 30, 2007 base rent is **FOURTEEN AND 38/100 DOLLARS** (\$14.38) per square foot, which equals \$46,781.53 per month.

(iii) May 1, 2007 through April 30, 2008 base rent is
FOURTEEN AND 78/100 DOLLARS (\$14.78) per square foot,
which equals \$48,082.92 per month.

(c) **Condition of Additional First Floor Additional Leased**

Premises. The Landlord agrees to undertake, at its sole expense, renovations of
the Additional First Floor Additional Leased Premises as follows:

- (i) Repaint and re-carpet of the entire space.
- (ii) The replacement of damaged ceiling tiles.

The above described work will be completed on or before sixty (60) days from receipt of
signed Lease Amendment.

The date of "February 1, 2006" set forth in subparagraphs (a) and (b) above is premised on the
ability of the Landlord to complete the improvements set forth in subparagraph (c) above and to
deliver the Additional First Floor Additional Leased Premises to the Tenant with said
renovations completed. If the renovations are not completed by that date, then the date of
"February 1, 2006" will be modified to mean the date when the Landlord had so undertook said
renovations and delivered to the Tenant the Additional First Floor Additional Leased Premises.

3. **RATIFICATION OF LEASE.** Except as herein modified all terms and
conditions of the Lease Agreement, as amended, shall remain in full force and effect as
originally set forth herein.

4. **COMPLETE AGREEMENT.** This Fourth Amendment sets forth the complete
agreement of the parties with respect to the amendments as set forth herein and incorporates all
prior discussions, representations, etc.

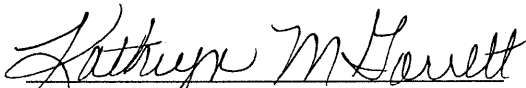
[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment as of the
date set forth above.

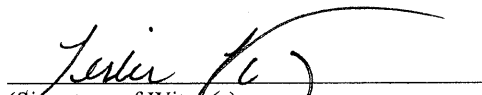
Signed, sealed and delivered in
the presence of:

LANDLORD:

REFLECTIONS AT HIDDEN LAKE, INC.

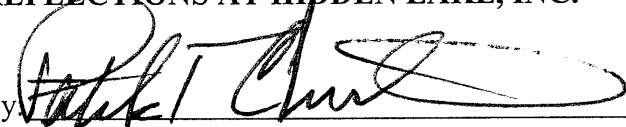

(Signature of Witness)

KATHRYN M. GARRETT
(Print Name of Witness)


(Signature of Witness)

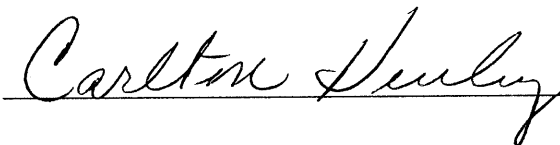
Leslie Cogley
(Print Name of Witness)

As to "Landlord"

By: 
Patrick T. Christiansen, President

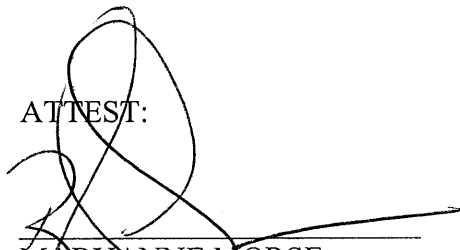
TENANT:

**BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA**

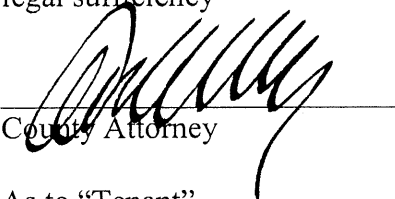
By: 

Date: February 1, 2006

ATTEST:


MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency


County Attorney

As to "Tenant"

As authorized for execution by
the Board of County Commissioners
at their January 24, 2006
regular meeting.

GROUND FLOOR REFLECTIONS 1401 SQUARE FEET

EXHIBIT "A"

